

**2006**  
**C O N T R A C T**  
**PRODUCING AND DELIVERING THE**  
**2005-2006 IOWA OFFICIAL REGISTER (REDBOOK)**

**I. PARTIES**

The parties to this contract are the Legislative Services Agency, herein referred to as the "Agency," an organization created under the jurisdiction of the Iowa General Assembly pursuant to § 2A.1 of the Iowa Code, and identified with the Federal Employer Identification Number 42-6022199, and Tru Art®, a division of Economy Advertising Co., referred to as "Contractor," a business located in Iowa City and identified with the Federal Identification Number 42-0229090.

**II. DEFINITIONS**

As used in this contract, unless the context otherwise requires:

- A. **"Book"** means the printed, finished, and bound volume of the 2005-2006 edition of the Iowa Official Register.
- B. **"Iowa Official Register"** means the publication commonly referred to as the "Redbook," which is a single hardbound volume which provides a print and photographic record of the State of Iowa and its relationship to other states and to the United States.
- C. **"Production"** includes all necessary and customary work using production materials relating to the design, composition, creation, manufacture, or reproduction of production items or books such as sample covers, sample blue line pages, finished blue line pages, book pages, book casings, the decoration of book covers, the binding and the finishing of books, and the packaging and shipment of finished books for delivery, all as provided in this contract.
- D. **"Production Item"** means an item that the Contractor produces using production materials and which must be delivered and approved by the Agency as part of the process of producing books as provided in this contract, including sample covers, sample blue line pages, or finished blue line pages. "Production item" also includes an electronic file containing the information which is produced as part of finished blue line pages.
- E. **"Production Material"** includes but is not limited to paper, ink, cover and binding materials such as the cover material (fabric), end sheets, binder's boards or other boards, back lines, bands, dies, and stamps which are necessary to produce a production item or book as provided in this contract.
- F. **"Workmanship"** includes all aspects of labor and mechanical, chemical, or computer processes used to compose, create, or manufacture a production item or book using production materials. "Workmanship" includes but is not limited to the appearance, sturdiness, and durability of a book; the quality of a book's binding; the appearance and placement of impressions and foils on a book's cover; the composition of text and artwork in producing sample pages, blue line pages, and book pages; the replacement of replica photographs with genuine photographs; and the quality of the printing on the sample pages, blue line pages, and book pages, including text and artwork.



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### III. GENERAL PROVISIONS

- A. **Choice of Law and Legal Requirements.** This contract is governed by the laws of the State of Iowa. All disputes and controversies regarding this contract shall be heard in the District Court of Polk County, Iowa. During the duration of this contract and as a condition of the Contractor's duty to perform under the provisions of this contract, the Contractor shall comply with all applicable laws and regulations of the State of Iowa and the United States, including, but not limited to, Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991 (42 U.S.C. ch. 21), and the federal Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651--678). The Agency shall not act as a party in any lawsuit to protect or enforce a right or interest of the Contractor, unless the Agency consents in writing to become a party.
- B. **Sales Tax Not Applicable; Certification.** The Contractor shall not collect or remit an Iowa sales tax or Iowa use tax on sales of tangible personal property or services for its performance under this contract. However the Contractor may be required to certify to the Department of Revenue that it agrees to collect and remit Iowa sales taxes and Iowa use taxes on the sales of tangible personal property and services as enumerated by statute, pursuant to §423.2 and §423.5 of the 2005 Code Supplement.
- C. **Agency's Interest Protected.** The Contractor shall not assign or transfer any interest in this contract to another person without the prior written consent of the Agency. Production items or books shall not be subject to copyright by the Contractor in the United States or in any other country. The Contractor shall not publish or release text or artwork originating from print or electronic media transferred or delivered to the Contractor and containing any portion of the production items or books without the prior written approval of the Agency. The Contractor shall not advertise itself as the official publisher of the Iowa Official Register.
- D. **Subcontracting.** The Contractor shall not provide for subcontracting, other than as approved by the Agency. However, the FedEx® Corp., United Parcel Service, Inc. (UPS®), or another person authorized by the Agency may provide for the pickup delivery of production items as provided in Part VI.
- E. **No Pecuniary Gain or Conflict of Interest.** The Contractor agrees that to its knowledge, neither the staff of the Agency nor a member of the General Assembly of the State of Iowa has or will receive any direct economic benefit because of the selection of the Contractor as a party to this contract. The Contractor agrees that it has no interest and will not acquire any direct or indirect interest which would conflict in any manner with the performance of this contract, and that a person having such an interest will not knowingly be associated in the performance of this contract.
- F. **Indemnification.** The Contractor shall jointly and severally indemnify and hold the Agency, the Iowa General Assembly, and the State of Iowa harmless from and against all liability, loss, damage, or expense, including reasonable attorney fees, by reason of a breach of contract by the Contractor.
- G. **Computing Time.** For purposes of computing delivery requirements as provided in this contract a "day" is a calendar day beginning at 8:00 a.m. and ends at 4:30 p.m. central time. In computing time, the first day is excluded and the last day is included unless the last day falls on a Sunday or a legal public holiday as defined in Iowa Code § 1C.1, in which case the time prescribed is extended to include the next succeeding calendar day.
- H. **Appendix.** The Appendix entitled Detailed Specifications is part of this contract.



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### IV. STANDARDS

- A. Contractor's Duty of Performance.** The Contractor shall acquire all production materials, furnish all workmanship, and oversee all aspects of delivery of production items and books to the Agency.
- B. General Standard.** A detailed specification for a production material or workmanship as required in this contract, including as specified in the Appendix shall be the standard for the production material or workmanship used to produce a production item or book. However, if a standard is not specified in this contract or there is a question regarding the Contractor's compliance with a standard specified in this contract, all of the following shall apply:
- 1. Production Materials.** If the Agency has unconditionally approved a production material as part of production item as provided in Part X, that same production material shall be used by the Contractor in the production of the books.
  - 2. Workmanship.** If the Agency has unconditionally approved the workmanship of a production item as provided in Part X that same standard of workmanship shall be used by the Contractor in the production of the books. The standard of workmanship used to produce a production item unconditionally approved by the Agency shall supersede any possible conflicting specification for workmanship specified in this contract. In all other cases, the standard of workmanship for the production item or a book shall be the same or equivalent as used in the production of the 1999-2000 edition of the Iowa Official Register.

### V. PRODUCTION ITEMS AND DYES

- A. Composed Pages and Artwork.** The Agency shall furnish to the Contractor fully composed pages and artwork in an electronic format. The composed pages are produced by the Agency using Microsoft Office Publisher® (Microsoft Office Professional Edition 2003 SP 1) using an IBM®-compatible personal computer. The Agency may deliver files used in production of composed pages or artwork by electronic transfer directly to the Contractor by file transfer protocol (FTP), electronic mail, or to the Contractor's Internet website, or by delivery of files stored on electronic media (e.g., CD-ROM). The Agency may also deliver paper copies of composed pages to the Contractor in a manner determined reasonable by the Agency. The composed pages will include text (black ink) and artwork such as photographs and drawings (using a range of halftones), which the Agency will provide to the Contractor. All pages include some text. Generally, ink coverage is light to moderate.
- 1. Artwork -- Scanned Images.** The artwork, including photographs and drawings, will be in the form of scanned images. The composed pages shall include the following: (1) Black and white photographs and black and white drawings and (2) Color photographs. The drawings shall include repeated reproductions of the Great Seal of the State of Iowa, including for use in stamping the book cover.
  - 2. Replacement of Replica Photographs with Genuine Photographs.** The composed pages shall include text and artwork in an electronic format, including replica photographs and drawings. The Agency shall separately deliver replacement genuine photographs and drawings to replace the replica photographs and drawings for use in producing book pages. The Contractor shall replace each replica photograph or drawing with its corresponding genuine photograph or drawing. The Contractor shall ensure that a genuine photograph or drawing shall be the same image and size as the corresponding replica photograph or drawing that is being replaced for publication in the book. The Contractor shall promptly contact the Agency



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regarding any issue relating to the replacement of a replica photograph or drawing with a genuine photograph or drawing, including the feasibility of performing the replacement, the level of workmanship required for the replacement, or any other issue relating to the quality or formatting of the genuine photograph or drawing for publication in the book.

3. **Placement.** Text or artwork (e.g., a photograph or drawing) may appear on both the front and reverse sides of a composed page. All text or artwork will fit within the margins of the composed page (there are no bleeds). Text and artwork shall be aligned and positioned consistently on the composed page. The text and artwork shall be justified and the margins shall be consistent and even. No composed page includes a full-page photograph or drawing (i.e., no bleeds).
4. **Photographs and Drawings.** There are 62 black and white photographs and drawings of various sizes, including one printed on each of the 10 chapter title pages. There are 25 pages with at least one black and white photograph or drawing. There are 219 color photographs of various sizes, with no color photograph or drawing covering more than half of a page. There are 90 pages with at least one color photograph or drawing. All color photographs or drawings must utilize a four-color process or a superior process approved by the Agency.

**Color Photographs on Composed Pages**

| Color Photographs | Chapters                  |                      |        |         |                                   |
|-------------------|---------------------------|----------------------|--------|---------|-----------------------------------|
|                   | 1                         | 2                    | 3      | 5       | 8                                 |
| Page Numbers      | 3, 5, 7, 9,<br>11, 13, 15 | 21, 27, 44,<br>49-83 | 96-103 | 261-267 | 369-371, 374-376,<br>378, 384-390 |

- B. **Blue Line Pages.** The Agency shall determine the format to be used for proof pages, which are referred to within this contract as "blue line pages." The term "blue line pages" includes signature prints of sheets for Agency review and approval with (1) four-color process on both pages of a single sheet, (2) four color process on one page of the sheet and black ink on the reverse page of the sheet, and (3) black ink on both pages of the sheet.
- C. **Electronic Publication File.** The Contractor shall produce an electronic file in an Adobe® Portable Document Format (PDF) or other format agreed to by the parties capable of being published on the Internet.
- D. **Dyes.** The Agency owns hot stamp dyes used to the produce the books which the Contractor shall deliver to the Agency upon demand.

### VI. SCHEDULE FOR PRODUCTION ITEMS

The Contractor shall produce and deliver production items for Agency approval. The Contractor shall pick up and deliver production items personally or by a subcontractor.

- A. **Sample Covers.** The Contractor shall delivery a preliminary paper-proof cover to the Agency which illustrates how the book covers will appear when the books are bound, within five days after the date that the parties execute the contract. The Contractor shall next deliver a finished sample cover to the Agency which shall be an exact replica of the books' covers which includes the same fabric, blanking, stamping of impressions, and attachment of foils that are to be used in the production of the books. The Contractor shall produce and deliver the finished sample cover to the Agency within 15 days after the date that the Agency approves the paper-proof cover.



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- B. Sample Blue Line Pages.** The Agency shall deliver test-composed pages to the Contractor in an electronic format and the Contractor shall use the test-composed pages to produce sample blue line pages in a printed format which shall be delivered to the Agency for its approval. The Agency will deliver test-composed pages to the Contractor in an electronic format in the same manner as the Agency expects to deliver composed pages to the Contractor for the production of finished blue line pages. The Contractor shall deliver sample blue line pages to the Agency not later than seven days from the date that the Agency delivered the test-composed pages to the Contractor.
- C. Finished Blue Line Pages.** After the Agency approves sample blue line pages as provided in Paragraph "B," the Agency shall deliver composed pages in an electronic format to the Contractor by using the same system for the reliable transfer of test-composed pages, and the Contractor shall produce and deliver all finished blue line signatures to the Agency as the Agency requires. The Contractor shall deliver finished blue line pages to the Agency within ten days after the Agency delivers the composed pages to the Contractor.
- D. Electronic Publication File.** After the Agency approves the finished blue line pages as provided in Paragraph "C," the Contractor shall produce and deliver an electronic publication file to the Agency as provided in Part V, Paragraph "C" within five days of the Agency's approval.

### VII. SCHEDULE FOR BOOKS

- A. Deadline.** Within 42 days after the Agency's final approval of finished blue line pages as provided in Part VI, Paragraph "C," the Contractor shall produce and deliver the finished books and electronic files to the Agency.
- B. Packaging Requirements.** The books must be packaged in bulk. The Contractor shall provide for the safe packaging of the books in cartons that meet all construction requirements of the applicable freight classifications. Each carton shall not contain more than 10 books. The weight of each bulk-packaged carton shall not exceed 35 pounds. One side of each carton must reasonably indicate its contents and the quantity of books contained in the carton.
- C. Shipping Requirements.** The Contractor shall provide for the shipment of the books in bulk-packaged cartons (cartons), including by providing the loading, transportation, and unloading of the books. The shipment shall be made in a manner that meets all requirements for the applicable freight classifications. The Contractor shall ship the books F.O.B. Destination, Door, Freight Prepaid and Allowed. The Contractor shall deliver the books directly to the following destination:
- Ola Babcock Miller Building (West Entrance)  
1112 East Grand Ave.  
Des Moines, Iowa 50319
- D. Unloading Requirements.** The Contractor shall unload the books and transfer them to a room designated by the Agency which is located on the same floor (entrance level) where the books are unloaded. The Contractor shall transfer the books to the room by pushcart furnished by the Contractor. There are no accommodations to unload the cartons by forklift. If the Contractor makes the delivery to the Ola Babcock Miller Building without providing for the transfer to the designated room, the books shall be deemed undelivered without notice to the Contractor by the Agency. A book which is damaged prior to receipt by the Agency shall be deemed undelivered.



### **VIII. COMMUNICATION**

- A. *Principal Manager for the Agency.*** Mr. Richard Johnson is the Agency's principal manager responsible for providing information and direction to the Contractor, and for approving production items and books as provided in Part X. Mr. Johnson is also the contact person for any issue relating to the interpretation of a provision of this contract, and may negotiate any issue involving a term or condition of this contract. Mr. Johnson may designate an alternate person to act on his behalf or to communicate with the Contractor regarding any issue which arises under this contract.
- B. *Principal Manager for the Contractor.*** Mr. Willis Bywater is the principal manager and Mr. Steve Brown is the alternative manager for the Contractor. The managers are responsible for the production and delivery of production items and books. The Agency shall communicate with the principal or alternative manager regarding any issue relating to the production and delivery of production items and books. One of the Contractor's managers shall be available on all days during which the books are being produced for or delivered to the Agency.

### **IX. PAYMENT AMOUNT AND SCHEDULE**

- A. *Fixed Price Contract (Adjustments).*** This is a fixed price contract. The Agency is liable to the Contractor as provided in this contract only for amounts paid in consideration under this contract. The Agency shall pay the Contractor the contract price which equals \$35,460 for all work performed under this contract, including the production and delivery of 3,500 books. Except as provided in this paragraph, no special fees or expenses shall be charged directly or indirectly to the Agency, including labor, production materials, equipment, insurance, packing, freight, travel, parking, or any other costs incurred in producing and delivering the production items or books.
- 1. *Overrun or Underrun.*** The Agency shall adjust the contract price for an overrun which the Contractor produces for and delivers to the Agency or underrun of books which the Contractor fails to produce for and deliver to the Agency. The Agency shall increase the contract price by adding 10 dollars for each book produced and delivered as part of an overrun and decrease the contract price by subtracting 10 dollars for each book that the Contractor failed to produce and deliver to the Agency as part of an underrun. However, the Agency shall not adjust the contract price for that part of an overrun or underrun which is more than five percent of the books ordered (175 books).
  - 2. *Incidental Work.*** The Agency shall pay the Contractor for incidental work due to the Agency's error, such as correcting electronic files, making minor corrections, replating, or other rework as directed by the Agency. The prices charged by the Contractor for incidental work shall not exceed those customarily charged by the Contractor to its customers for similar incidental work. The Contractor shall provide the Agency with proof of customary charges. The Contractor shall not charge the Agency for the first \$300 for incidental work performed by the Contractor as required by the Agency.
- B. *Invoice Required.*** The Contractor shall provide the Agency with an invoice for payment. The Agency's payment to the Contractor for the amount stated in the invoice shall be deemed conclusive evidence of completion by the Agency of any payment obligation for the items invoiced, and each party waives its right to later contest the invoice amount based on error.
- C. *Payment Schedule.*** Upon delivery of an invoice as provided in Paragraph "B," the Agency shall pay the Contractor the contract price. The Agency shall make one payment to the Contractor at the end of the determination period as provided in Part X, Paragraph "A," upon the Agency's receipt of the invoice. The Agency shall pay the Contractor 100 percent of the amount of the contract price.



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### X. APPROVAL AND REMEDIES FOR NONCOMPLIANCE

- A. **Approval Process.** The Agency shall provide for the approval of a production item or book by (1) Unconditionally approving the production item or book, (2) Conditionally approving the production item or book, or (3) Disapproving the production item or book.
1. **Approval of Production Items.** If the Agency conditionally approves a production item or disapproves a production item, the Agency shall deliver to the Contractor a notice specifying the reasons for the conditional approval or disapproval, which may include a marked-up copy of the production item showing corrections. The Contractor shall produce and deliver a corrected production item within seven days of the Agency's notice. The Agency may require that the Contractor produce and deliver to the Agency any number of subsequent corrected production items for its approval.
  2. **Approval of Books -- Determination Period.** The Agency shall have 30 days beginning on the final date required for the delivery of the books or the actual date that the books are delivered, whichever is later, to (1) Unconditionally approve one or more books, (2) Conditionally approve one or more books, or (3) Disapprove one or more books. However, the Agency may reserve 30 additional days, for a total determination period of 60 days, by notifying the Contractor in writing within the original 30 day period.
  3. **Notice and Response Requirements.** The Agency shall notify the Contractor in writing of the Contractor's noncompliance with the terms and conditions of this contract that terminates the contract or demands a remedy for the breach of contract. Except as otherwise provided in this contract, the Agency shall provide for a notice of noncompliance within the determination period as provided in Subparagraph 2. A notice of breach of contract which demands a remedy shall suspend any obligation by the Agency to carry out the provisions of this contract until the Agency accepts the remedy. The Contractor may dispute the Agency's determination of a breach by delivering a notice of dispute to the Agency within 30 days after the Agency delivers its notice to the Contractor. The dispute shall be resolved by the parties in good faith.
- B. **General Remedies.** Remedies available as provided in this contract for breach of contract are in addition to every other remedy available to the parties at law or in equity. The Agency may utilize a procedure and remedy for noncompliance as provided in this part in addition to another procedure and remedy also provided in this part.
- C. **Justifiable Termination.** Any of the following shall be just cause for terminating this contract, without breach of contract:
1. **Insufficient Moneys.** If moneys necessary to satisfy the contract price are at any time not forthcoming or insufficient through the failure of the State of Iowa to make sufficient moneys available as a result of legally binding action, then the Agency may terminate this contract by giving not less than 20 days written notice to the Contractor documenting the lack of funding. Upon termination, the Agency agrees to pay all costs incurred by the Contractor up and until the date of termination. If moneys necessary to satisfy the contract price become available within 40 days subsequent to the termination, the Agency agrees to reexecute a contract with the Contractor under the same provisions of this contract and any amendments as agreed to by the parties.
  2. **Force Majeure.** If the performance of any provision of this contract is prevented by an event which is an act of God, civil tumult, war, epidemic, interruption of transportation or communication, or any other cause beyond the control of a party, as determined by the Agency, that party is relieved of the performance of that provision of this contract. However, if the Contractor is prevented from performance, the Contractor shall provide the Agency with written



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notice within 10 days describing the preventing event, the possible duration of the preventing event, the Contractor's efforts to remedy the situation caused by the preventing event, and the expected effect of the preventing event upon the schedules contained in this contract. It shall be the Contractor's responsibility to show that the cause of the preventing event was beyond the Contractor's control, that the preventing event reasonably caused nonperformance, and that the Contractor was not reasonably able to anticipate the preventing event in order to avoid the nonperformance.

- D. *Nonjustifiable Termination.*** Either party may terminate this contract if the other party breaches this contract by failing to substantially comply with a provision of this contract. The party terminating this contract shall deliver written notice to the other party within 30 days following the breach. The written notice shall document the breach of contract. The Agency may withhold all or a portion of the unexpended moneys of the contract price, retaining such moneys as liquidated damages. The Agency may also continue this contract, and retain such moneys as liquidated damages. The Agency shall deliver notice to the Contractor in writing of its decision to retain an amount in liquidated damages not later than 20 days following the receipt of the notice.
- E. *Unilateral Termination.*** The Agency may unilaterally terminate this contract for the committing of an egregious breach of this contract as specified in this Paragraph "E." The Agency shall deliver a written notice to the Contractor within 30 days following the Agency's discovery of the egregious breach, but within the determination period as provided in Paragraph "A." The written notice shall document each cause of the egregious breach.
- 1. *Egregious Breach.*** As used in this Paragraph "E," an egregious breach is limited to any of the following:
- a. *Unauthorized Copyright.*** The Contractor obtains or attempts to obtain a copyright in text or artwork produced in a book or originating from electronic media transferred or delivered to the Contractor by the Agency as provided in this contract.
  - b. *Unauthorized Release.*** The Contractor releases text or artwork delivered by the Agency to the Contractor under this contract to any person including but not limited to a related entity of the Contractor, the text or artwork is produced in a book or originates from electronic media transferred or delivered to the Contractor by the Agency, and the release is not expressly approved in writing by the Agency.
  - c. *Unauthorized Publishing.*** The Contractor uses text or artwork delivered by the Agency to the Contractor under this contract for purposes of publishing, without the express written approval of the Agency.
  - d. *Unwarranted Delay.*** The Contractor fails to deliver a production item or book more than 20 days after a date required in this contract.
  - e. *Unsatisfactory Sample Blue Line Pages.*** The Agency disapproves a majority of sample blue line pages as required to be approved by the Agency as provided in Part VI, Paragraph "B."
  - f. *Corruption of Text or Artwork.*** The Contractor delivers finished blue line pages as provided in Part VI, Paragraph "C" that include text or artwork that is corrupted or does not otherwise match the text or artwork delivered by the Agency to the Contractor for production of the finished blue line pages (i.e., as provided as part of a composed page or a genuine photograph). This Subdivision "f" does not apply to sample blue line pages as provided in Part VI, Paragraph "B," or if the corruption of the text or image is due to the Agency's use of technology or procedures to produce or transmit information to the Contractor for the production of the blue line pages.





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**g. Disapproval of Books (Rejection Rate).** The Agency may disapprove any book if it determines that the book is unsatisfactory as provided in the standards provided in Part IV and the specifications provided in the Appendix. The Agency may disapprove all books if it determines that of the total number of books required to be delivered as part of the ordinary order, 15 percent or more of that number (525 books) are unsatisfactory. The Agency shall notify the Contractor of the disapproval as soon as practicable. However, the Agency shall have the determination period as provided in Paragraph "A" to notify the Contractor that the Agency has disapproved any number of books.

**h. Failure to Comply With a Notice for Specific Performance.** The Contractor fails to comply with a demand for specific performance within the period for compliance as provided in Paragraph "F."

**2. Remedies.** The Agency may withhold all or a portion of unexpended moneys of the contract price, retaining such moneys as liquidated damages; and the Agency shall be entitled to \$3,546 (10 percent of the of the contract price, without adjustment as in Part IX, Paragraph "A") in additional liquidated damages, based on potential lost sales to the Agency, damage to the Agency's reputation, and delays caused by selecting another vendor to complete the production and delivery of the books.

**F. Specific Performance.** The Agency may demand specific performance. Unless the Contractor disputes the Agency's demand for specific performance as provided in Paragraph "A," Subparagraph 3, the Contractor shall provide specific performance as demanded in the Agency's notice within 10 days following the delivery of the notice to the Contractor. However, if the Agency's demand is for the production and delivery of books to replace those books that the Agency disapproved, the Contractor shall deliver the replacement books to the Agency within 20 days following the delivery of the Agency's notice to the Contractor.

**1. Disapproved Book.** The Agency may disapprove a book which does not meet the requirements of this contract. The Agency may demand an exchange for a new book at the expense of the Contractor.

**2. Delivery Requirement.** The Contractor fails to comply with a requirement for the delivery of a production item as provided in Part VI or the Contractor fails to comply with a requirement for the delivery of a book as provided in Part VII.

**3. Underrun.** If the Contractor produces an underrun of books of more than five percent, the Agency may require the Contractor to deliver the remaining number of books required by this contract to the Agency.

**4. Unauthorized Copyright.** If the Contractor obtains or attempts to obtain a copyright in text or artwork, the Contractor shall immediately withdraw any application for the copyright and renounce any such copyright that the Contractor has obtained.

**5. Unauthorized Release.** If the Contractor releases text or artwork to an unauthorized person, the Contractor shall take all actions necessary to recover the text or artwork from that person. The Contractor shall return the text or artwork to the Agency or destroy the text or artwork in a manner specified by the Agency.

**6. Unauthorized Publishing.** If the Contractor uses text or artwork for purposes of unauthorized publishing, the Contractor shall destroy any publication which uses such text or artwork upon demand by the Agency.



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**G. Liquidated Damages.** The Agency may assess liquidated damages which shall be imposed on the Contractor for the Contractor's unwarranted delay in the delivery of one or books or production items that are required to be produced for the Agency as provided in Part VI or Part VII and delivered to the Agency. The Agency shall not assess liquidated damages for a delay which is caused by the Agency.

- 1 Late Delivery of Books.** Any unwarranted delay in the Contractor's delivery of books will cause the Agency damages, including a loss in future sales of the books and an accompanying loss of goodwill and diminished reputation which will affect the sales of other Agency publications, including future sales of the Iowa Official Register. For each calendar day delay in the delivery of a book, the Agency shall assess liquidated damages which shall be imposed upon the Contractor based on the following formula:

### Formula Used to Calculate Liquidated Damages for the Late Delivery of Books

$$\begin{aligned} & \text{One Book That Is Delivered One Calendar Day Late} \\ & \times \text{Rate of Assessment } (\$0.05) \\ & = \text{Base Amount of Liquidated Damages} \\ & \text{Base Amount of Liquidated Damages} \\ & \times \text{Number of Books That Are Delivered One Calendar Day Late} \\ & = \text{Amount of Liquidated Damages} \\ & \quad (\text{For All Books That Are Delivered One Calendar Day Late}) \\ & \text{Amount of Liquidated Damages} \\ & \times \text{Number of Calendar Days Late} \\ & = \text{Total Amount of Liquidated Damages Due} \\ & \quad (\text{For All Books That Are Delivered One or More Calendar Days Late}) \end{aligned}$$

- 2. Production Items.** The Agency may assess liquidated damages for the Contractor's late delivery of a production item. The unwarranted delay in the Contractor's delivery of a production item to the Agency will cause the Agency damages calculated as a fraction of 1/2 of one day delay in the delivery of those books to the Agency as provided in Subparagraph 1.
- 3. Improper Shipment of Books.** The Agency may assess liquidated damages for the Contractor's failure to properly ship books as part of required delivery as provided in Part VII, Paragraph "C". The improper shipment of books will cause the Agency damages calculated as a three-day delay in the delivery of books (assuming the estimating time expended by the Agency to notify the Contractor and the Contractor to package and ship the books to the Agency) as provided in Subparagraph 1.
- 4. Unsatisfactory Materials or Workmanship.** The Agency may conditionally approve a book and decline to unilaterally terminate the contract as otherwise provided in Paragraph "E," or demand specific performance alone as provided in Paragraph "F" assuming that timeliness of delivery is paramount. The Agency may impose liquidated damages for the amount that it would have incurred by demanding specific performance which would cause an unwarranted delay in the delivery of a replacement book. The amount of the liquidated damages is calculated as a twenty-day delay in the delivery of the book as provided in Subparagraph 1.



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## XI. WAIVERS AND AMENDMENTS

- A. **Writing Requirement.** A waiver or amendment of a provision of this contract shall not be valid unless in writing.
- B. **Authorized Persons.** On behalf of the Agency, no person other than Mr. Dennis Prouty, Director or Mr. Richard Johnson, Legal Services Division Director, is authorized to waive a requirement or amend a provision of this contract. On behalf of the Contractor, Mr. Willis Bywater is authorized to waive a requirement or amend a provision of this contract.
- C. **Failure to Act Is Not a Waiver.** The failure of a party at any time to enforce a provision of this contract is not a waiver of the provision, and does not affect the validity of any provision of this contract or the right of either party to subsequently enforce a provision of this contract. A decision by the Agency to ignore a breach of this contract is not a waiver of a subsequent breach of this contract.

## XI. EXECUTION AND EFFECT OF EXECUTION

- A. **Integration.** Except as provided in this paragraph, this contract contains the entire agreement between the Agency and the Contractor, and representations made before the signing of this contract shall not be binding, and neither party shall rely upon conflicting prior representations in entering into this contract. However, if the parties disagree regarding an issue which is not expressly addressed in this contract, or regarding the interpretation of a provision in this contract, which is expressly addressed in a provision contained in the Contractor's Proposal Form for the Iowa Official Register as selected by the Agency, the provision contained in the proposal form shall be deemed as part of this contract. Otherwise, this contract supersedes the provisions of any Request for Proposals or agreements made prior to the execution of this contract.
- B. **Effective and Termination Dates.** This contract takes effect upon being signed by authorized representatives of the Agency and the Contractor and continues until the provisions of this contract are satisfactorily performed, or until this contract is otherwise terminated under its provisions.
- C. **Signatures.** The duly recognized representatives of the Agency and the Contractor have on the date noted signed their names to and executed this contract:

Dennis Prouty, Director  
Legislative Services Agency

4/20/06  
Date

Mr. Willis M. Bywater, Chairman  
Tru Art® Color Graphics

4/20/06  
Date

Division of Economy Advertising Co.

ADDRESS: c/o Legislative Services Agency  
State Capitol  
Des Moines, Iowa 50319  
Phone: 515/281-3566



# Legislative Services Agency Contract IOWA OFFICIAL REGISTER (REDBOOK)

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## APPENDIX DETAILED SPECIFICATIONS

The production materials and workmanship used to produce the books must meet all of the following specifications:

**A. Books.** The books must meet all of the following specifications:

1. **Size.** The size of each book must be 9 1/4" x 6 1/4".
2. **Book Page and Signature Count.** Each book shall include 468 book pages.
3. **Books Ordered.** The order of books is 3,500.

**B. Paper.** The books' paper must meet all of the following specifications:

**1. Book Pages.** The Contractor shall use paper stock referred to as "Fortune Matte" manufactured by Stora Enso or an equivalent paper approved by the Agency to produce book pages. However, the paper stock used to produce book pages must meet all of the following requirements:

- a. **Size.** The size must be 9" x 6" finished.
- b. **Color.** The color must be warm white.
- c. **Grade.** The grade must be 3 book grade.
- d. **Finish.** The finish must be a coated matte finish.
- e. **Brightness.** The brightness must be within a range of 84-87.
- f. **Opacity.** The opacity must be 92.
- g. **Basis Weight.** The basis weight must be 60# book.
- h. **PPI.** The pages per inch must be 620.
- i. **Recycled Material.** The Agency's first preference is that 100 percent of the paper stock must contain at least 10 percent (10%) postconsumer recycled materials. The recycled paper must meet the requirements for procuring recycled printing paper as provided in the federal Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. § 6962, and set forth in 40 C.F.R., pt. 247, and in related executive orders or advisory notices issued by the United States Environmental Protection Agency.
- j. **Duration.** The paper stock must be resistant to oxidation and must be of archival quality. The paper must be pH neutral (content of 7 or 7.5).

**2. Paper Stock for End Sheets.** The paper stock for the end sheets must be a heavy weight paper (67#) Springhill Vellum Bristol-white.

**C. Soy-based Ink.** 100 percent of the ink used in printing the book paper must contain at least 10 percent soy oil.

**D. Composed Pages and Book Pages --- Composition and Printing.** The Agency shall produce composed pages for use by the Contractor in producing book pages. The composed pages and book pages (pages) shall comply with all of the following:

1. **Size of the Image Area for Text and Artwork .** The size of the image area for text and artwork must be 5" x 8 3/16" inches including the folio, and with the nonuniform bottom margins.



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2. **Fonts.** Generally, for the body text, the font must be Times New Roman of various point sizes with standard point size for the text being 9 but ranging from 7 to 22. Other fonts may include Abadi MT Condensed, Lucida Sans, and Symbol.
  3. **Content.** The book must be divided into front matter, body, and back matter. The front matter includes (1) the title page, (2) a table of contents, and (3) a letter to the book's readers authored by the Agency's director. The body includes the substance of the book. The back matter includes an index. Some composed pages will include artwork.
  4. **Special Characteristics.** Each page will include a margin and in no case shall an element of the page (text or artwork) extend beyond the image area (e.g., no "bleeds"). Special characteristics include all of the following:
    - a. **Front Matter.** The title page must be a right-hand page. The title page must include the same information as the front cover in the same format as the front cover. In addition, below the edition year, shall be printed the book's publisher information which shall include (1) "Iowa General Assembly," (2) "Legislative Services Agency," (3) "Dennis Prouty, Director", and (4) the volume number "71."
    - b. **Body.** The front page of each of the book's chapters must be printed on a right-hand page. Each front page shall identify the relevant chapter, which shall include the chapter number. Located above the chapter number shall be printed a bleed bar tab with reverse copy which identifies the chapter by name together with a reproduction of the Great Seal of the State of Iowa. The Agency's composed pages may include from time to time other pages with bleed bar tabs to segregate and identify other divisions of content.
- E. **Binding and Finishing.** The Contractor shall bind and finish the books according to all of the following requirements:
1. **Book Block --- Signatures.** The book block (or text block) must be composed of tightly sewn signatures. Any signature of less than eight pages or more than 32 signatures must be approved by the Agency. A signature of less than eight pages must be wrapped around a preceding signature. The first and last signatures must be reinforced at the spine with cambric which is concealed after the cover is attached to the end sheets. The first and last signatures must be tipped to adjoining signatures. The binding must be Smythe sewn.
  2. **Book Block --- Casing.** The book block must be attached to the casing in a manner that ensures that it is sturdily bound. The casing's inlay must include a hard spine binding with a heavy Kraft back line on the spine area or an equivalent back line approved by the Agency. The binder's boards must be Davey Red Label Binder's Board with a .088 caliper thickness or an equivalent binder's board approved by the Agency. The book block must be thoroughly glued, smashed, and lined with one or more supers and gauze tape which is affixed to the spine and binder boards. The book block must have a head band and foot band (its color alternating red and yellow in a checkerboard pattern). The end sheets must be heavy weight and attached to the inside of the binder boards when the book block is cased-in and attached over the edges of the covering material. The covering material must be corner-mitered with the top and bottom overlapping the side and pared diagonally on a bevel so that the two edges of a corner come together at an angle of 45 degrees. The inside corners must be mitered in the same manner as the 2004 edition of the Iowa Acts and Joint Resolutions (Session Laws). The spine must be loose and rounded. The joints must be uniform and tight and the casing must include adequate gutters.



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### 3. Cover. The cover must comply with all of the following requirements:

- a. **Material.** The cover's material must be a red bookcloth with a silk finish (Arrestox®, Poppy Red 66000 (V) or Scarlet 67000 (V).
- b. **Decoration.** The cover decoration must include all of the following:
  - (1) **Impressions of Blind Stamping.** The front and back cover must include one impression of blind stamping as designated by the Agency, approximately 1/4" from the top and sides of each cover. The spine must include four impressions of blind stamping as designated by the Agency, one approximately 1/4" from the top, the next approximately 3" from the top, the next approximately 5 3/4" from the top, and the last 8 1/2" from the top of the spine.
  - (2) **Impressions of Gold Stamping.** The front cover and spine shall include centered impressions stamped in gold as designated by the Agency of all of the following:
    - (a) **Front Cover.** For the front cover, the decoration shall include (1) the title "Iowa Official Register" located on the top third of the cover with the top of the highest letter approximately 1 3/4" from the top of the cover, (2) the Great Seal of the State of Iowa located beneath the title with the middle of the seal approximately 5" from the top of the cover, and (3) a reference to the date of the edition "2005-2006" located between bars below the Great Seal of the State of Iowa with the top of the bars approximately 6 1/2" from the top of the cover.
    - (b) **Spine.** For the spine, the decoration shall include (1) the title "Iowa Official Register" with the top of the highest letters approximately 1 1/4" from the top of the spine, (2) the date of the edition "2005-2006" located between the same style of the bars which are on the front cover with the top of the bars located approximately 4 1/4" from the top of the spine, and (3) the designation "81st General Assembly" with the top of the numerals located approximately 7 1/2" from the top of the spine.
  - (3) **Fonts.** The font shall be Times New Roman. On the cover, the point size for words shall be 25 points and the point size for the edition year shall be 18 points. On the spine, the point size shall be 12 points.

### 4. Type and Artwork. The Contractor must set all type and artwork on the front cover and spine using dyes approved by the Agency.